

## REQUEST FOR PROPOSAL

Provide Weatherization Services for the Jefferson Parish Community Action Program's  
Weatherization Assistance Program



RFP No.: 0270

Proposal Receipt Date: DECEMBER 12, 2012

Proposal Receipt Time: 4:30 p.m.

Jefferson Parish  
Department of Purchasing  
P. O. Box 9  
Gretna, Louisiana 70054

(504)364-2678

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**REQUEST FOR PROPOSAL  
FOR  
WEATHERIZATION SERVICE 2012-2013**

**1.1 Background**

Jefferson Community Action Program (JeffCAP) participates in the Louisiana Association of Community Action Partnership's Weatherization Assistance Program for the **2012** fiscal year. The objective of this program is to increase the energy efficiency of dwellings owned or occupied by low-income persons, reduce their total residential energy expenditures, and improve their health and safety. Trained crews will install weatherization measures on eligible dwellings, such as insulation, sealing ducts, tuning and repairing heating and cooling systems, mitigating air infiltration, and reducing electric base load consumption.

This will be done on an as needed basis. In the **2012** program year up to 100 dwellings will be weatherized, at an average cost of approximately \$6,500.00 per dwelling. The number of dwellings to be weatherized in the **2013** program year has yet to be determined.

**1.1.1 Purpose**

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by Jefferson Parish Ordinance Number 24216 from bona fide, qualified proposers who are interested in providing Scope of Work as defined in Part II hereof.

**1.1.2 Goals and Objectives**

JeffCAP desires to retain a contractor to assist with the Weatherization Assistance Program, as detailed in attached exhibit "A".

Examples of items to be included in goals and objectives:

Warranties: The vendor shall provide a complete inventory of equipment installed, including description, manufacturer, model, and serial number, and submit any manufacturer's warranty or registration forms. If the manufacturer's warranty is longer than one year; such warranty shall be provided to the owner.

The vendor shall warrant all equipment to be free of defects in materials and workmanship for one year from the date of substantial completion of the project.

For any failures within the warranty period, provide answers to service calls and requests for information within a 24-hour period and repair or replace any faulty item within a 24-hour period without charge, including parts and labor.

References: The following are standards, tests, and recommended methods that applies to this work.

Published standards, tests or recommended methods that apply to the work cited below:

- a) National Electrical Code (NEC)
- b) National Electrical Manufacturer's Association (NEMA)
- c) American National Safety Institute (ANSI)
- d) Underwriter's Laboratory (UL)
- e) Electronics Industries Association (EIA)
- f) Occupational Safety and Health Administration (OSHA)
- g) Society of Motion Picture and Television Engineers (SMPTE)
- h) Society of Cable Telecommunications Engineers (SCTE)
- i) Building Industry Consulting Service International (BICSI)
- j) Audio System Design and Installation (ASDI)

Vendor Qualifications: Firm must be experienced at providing systems similar in nature and complexity to the project outlined in this request for proposal; and meet the following criteria:

- a) Contractor must be a licensed contractor per LSA-R.S. 37:2150-2163 and furnish current license number with proposal. Classification shall be **BUILDING CONSTRUCTION**. Enclose copy of current license with proposal.
- b) Be a franchised dealer and service facility for the major manufacturer's products furnished under this contract.
- c) Maintain a fully staffed and equipped service facility.

Proposers must provide a minimum of three (3) references, with current contact information, for projects of similar scope and size completed within the last two years.

## 1.2 Schedule of Events

	<u>Date</u>	<u>Time (CST)</u>
1. RFP mailed to prospective proposers	11/7/2012	
2. Pre-Proposal Conference	11/27/2012	9:30 a.m.
3. Deadline to receive written inquiries	11/30/2012	4:30 p.m.

- |    |                                  |            |                 |
|----|----------------------------------|------------|-----------------|
| 4. | Proposal Receipt Date and Time   | 12/12/2012 | 4:30 p.m.       |
| 5. | RFP Evaluation Committee Meeting |            | To Be Scheduled |

Proposers are encouraged to check the general information board in the General Government Building located at 200 Derbigny St., Gretna and the Joseph S. Yenni Building located at 1221 Elmwood Park Blvd., Jefferson. Additionally proposers may check for meeting information posted on the Jefferson Parish website.

- |    |                                      |  |                 |
|----|--------------------------------------|--|-----------------|
| 6. | Council Selection via resolution     |  | To Be Scheduled |
| 7. | Contract Ratification via resolution |  | To Be Scheduled |

**NOTE: The Parish of Jefferson reserves the right to deviate from these dates.**

### **1.3 Proposal Submittal**

All proposals including mandated affidavits in accordance with Section 2-895 of the Jefferson Parish Code of Ordinances shall be received by the Jefferson Parish Purchasing Department **no later than date and time shown in the Schedule of Events in order to be considered responsive.**

**Important – Clearly mark outside of envelope, box or package with the following information and format:**

- Proposal Name: Provide Weatherization Services for Jefferson Parish Community Action Program's Weatherization Assistance Program
- Proposal No.: RFP 0270
- Proposal Receipt Date and Time: 12/12/2012 @ 4:30 PM

Proposals will be received at:

Jefferson Parish Purchasing Department  
200 Derbigny Street, Suite 4400  
Gretna, Louisiana 70053

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. Jefferson Parish Purchasing is not responsible for any delays caused by the proposer's chosen means of proposal delivery.

Proposer is solely responsible for the timely delivery of its proposal. **Late proposals will not be accepted.**

**PROPOSALS SHALL NOT BE OPENED PUBLICLY. Cost Proposals (Price Schedules) shall be submitted in separate, sealed envelopes and shall remain sealed until the RFP Evaluation Committee meeting. PRICES SHALL NOT BE READ UNTIL THE COMPLETION OF THE TECHNICAL EVALUATION.**

#### **1.4 Proposal Response Format**

Proposals submitted for consideration should follow the format and order of presentation described below:

- A. Cover Letter: Containing summary of Proposer's ability to perform the services described in the RFP and confirms that Proposer is willing to perform those services and negotiate a contract with the Parish. The letter shall be signed by a person having authority to negotiate and to commit the Proposer to a contract. If proposer is a sole-proprietorship, proposer must include a statement that the company is a sole-proprietorship signed by the owner. If proposer is an agency, corporation, partnership or other legal entity, the president, vice-president, secretary or treasurer, or an authorized agent shall sign the proposal, **and** satisfactory evidence of the authority of the person signing for the agency, corporation, partnership or other legal entity shall be attached to the proposal. A sample corporate resolution may be downloaded from the Purchasing Department webpage of the Jefferson Parish website.

Proposers should exhibit their understanding and approach to the project and address how each element will be accomplished. Proposers are advised that except as otherwise provided by law, all documents submitted to the Parish under this RFP are subject to the Louisiana Public Records Act, LSA-R.S. 44:1 et seq., and may be released when a public records request is made in accordance with the law.

- B. Table of Contents: Organized in the order cited in the format contained herein.
- C. Proposer Qualifications and Experience: History and background of Proposer, financial strength and stability, including but not limited to financial status with related services to government entities existing customer satisfaction, demonstrated volume of merchants, etc.
- D. Technical Proposal: Illustrating and describing compliance with the RFP requirements defined in the Scope of Work (Part II) and Proposer Qualifications.
- E. Innovative Concepts: Present innovative concepts, if any, not discussed above for consideration.

- F. Project Schedule: Detailed schedule of implementation plan for pilot (if applicable) and full implementation. This schedule is to include implementation actions, timelines, responsible parties, etc.
- G. Financial Profile: Provide past 3 years of Audited Financial Statements – including assets, balance sheet, and income statements, etc., showing retained earnings, etc. that would demonstrate proposer's financial stability and certification to obtain and maintain bond and insurance requirements. Such information should be included in the technical portion of proposal submission and **MUST NOT** be included with the cost proposals.
- H. Cost Proposal: Proposer's fees and other costs shall be submitted in a separate sealed envelope with proposal submission in accordance with section 1.3 above. This cost proposal shall include any and all costs the Proposer wishes to have considered in the proposed contractual arrangement with the Parish of Jefferson. *The cost proposal will not be included in the evaluation criteria.*

#### **1.4.1 Number of Response Copies**

Each Proposer shall submit one (1) signed original response along with six (6) additional copies of the proposal, including mandatory affidavits (signed and notarized) in original format. In addition, proposer must submit a copy on CD-R/CD-RW media or flash drive as long as data on the disc and/or flash drive is formatted to open in the standard Microsoft Office suite programs (.xls, .doc, .ppt). PDF files are also acceptable. Cost proposals ***should not*** be included in the electronic submission.

If the RFP solicitation requests cost proposals, then they must be submitted in a separate sealed envelope, which contains one (1) original and six (6) additional copies. The envelope will remain sealed until the evaluation committee meets and scores all technical components of this RFP as indicated in the evaluation criteria.

#### **1.4.2 Legibility/Clarity**

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The proposer(s) response shall demonstrate an understanding of the requirements. Proposals shall be prepared simply and economically, providing straightforward, concise descriptions of the proposer(s) ability to meet the requirements of the RFP. Each Proposer is solely responsible for the accuracy and completeness of its proposal.



## **1.5 Proposal Clarifications Prior to Submittal**

### **1.5.1 Pre-Proposal Conference**

A Pre-Proposal Conference will be held at **9:30 a.m. on Tuesday, November 27, 2012, in the Jefferson Parish Purchasing Department, 200 Derbigny Street, Suite 4400, Gretna, LA 70053.** Prospective proposers may participate in the conference to obtain clarification of the requirements of the RFP and to receive answers to relevant questions thereto. Any firm intending to submit a proposal is encouraged to attend and should have at least one authorized representative attend the Pre-Proposal Conference.

Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the only official answer or position of the Parish of Jefferson will be stated in writing in response to written questions in the form of addenda provided to all prospective proposers.

### **1.5.2 Written Inquiries**

The Parish shall only consider written and timely communications from proposers. No negotiations, decisions, or actions shall be binding as a result of any oral discussions with any parish employee or Parish consultant. Answers to questions that materially change or substantially clarify the RFP shall be addressed by addendum and provided to all prospective proposers.

### **1.5.3 Inquiry Periods**

An initial inquiry period is hereby firmly set for all interested proposers to perform a detailed review of the RFP documents and to submit any written questions relative thereto. *Without exception*, all questions MUST be in writing (even if an answer has already been given to an oral question during the Pre-proposal conference) and received by the close of business on the Inquiry Deadline date set forth in the Schedule of Events. Initial inquiries shall not be entertained thereafter.

The Parish of Jefferson shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency and departments. The Parish of Jefferson reasonably expects and requires responsible and interested proposers to conduct their in-depth proposal review and submit initial inquiries in a timely manner.

Further, as that additional questions or requests for clarification may arise from the Parish's addendum responses to the inquiries received during the initial inquiry period, a final 3-day inquiry period may be granted. Questions relative to the addendum shall be submitted by 4:30 p.m. close of business no later than three full working days from the date the addendum is posted. If necessary, another addendum will be issued to address any final questions received. Thereafter, all proposal documents, including but

not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended clarified by any addendum issued as a result of the final inquiry period.

Said written inquiries submitted in writing by the proposer shall clearly cross-reference the relevant RFP section. The Parish shall only respond to those inquiries received by the established deadline. Answers to questions that change or substantially clarify the solicitation shall be issued by addendum and provided to all prospective proposers.

Inquiries in accordance with this section may be delivered by mail, express courier, e-mail, hand, or fax to:

Jefferson Parish Purchasing Department  
200 Derbigny Street, Suite 4400  
Gretna, Louisiana 70053  
Phone: (504)364-2678 Fax: (504)364-2693  
E-Mail: svasquez@jeffparish.net or rtpoole@jeffparish.net

## **1.6 Required Signed and Notarized Affidavits**

**In accordance with section 2-895 the following signed and notarized affidavits are required in their original format:**

- 1) Non-Collusion Affidavit**
- 2) Campaign Contributions Affidavit**
- 3) Sub-Contractors Affidavit**
- 4) E-Verify Affidavit**
- 5) Solicitation Affidavit**

A. All persons or firms who are under contract which was awarded on a non-bid basis with Jefferson Parish or with any of its agencies, divisions or special districts or who submit responses to any request for submittals to contract on a non-bid basis with Jefferson Parish or with any of its agencies, divisions or special districts must identify all subcontractors and persons, excluding full time employees of the firm, who would assist in providing services or materials under the contract or who would share in any fees, commissions or other remuneration under the contract. Each such subcontractor or person shall submit all documents and information required by this section. Substitutions or subsequent addition of subcontractor(s) or other persons to this RFP and any ensuing contract must be requested in writing and ratified by Council resolution. Said written request shall provide to the detailed justification of the compelling need for such addition substitution.

## **1.7 Proposal Guarantee**

**NOT REQUIRED FOR THIS RFP**

## **1.8 Performance Bond**

The successful proposer shall be required to provide a performance (surety) bond in the amount of **ONE HUNDRED THOUSAND dollars (\$100,000.00)** to insure the successful performance of the agreement in accordance with the negotiated terms and conditions of the parties. The proposer acknowledges and agrees that the performance bond may be forfeited for successful proposer's failure to fully and faithfully perform its obligations in accordance with the negotiated and executed agreement.

## **1.9 Changes, Addenda, Withdrawals**

If the proposer needs to submit changes or addenda, proposers shall submit changes or addenda in writing, signed by an authorized representative of the proposer. All addenda and changes must cross-reference the relevant RFP section. Said changes or addenda shall be delivered prior to the RFP proposal receipt date and submitted in a sealed envelope to be opened contemporaneously with the proposal submission. Proposer(s) request(s) for withdrawal of responses to this RFP must be submitted in writing and received prior to the RFP receipt date as set forth in the Schedule of Events.

## **1.10 Cost of Offer Preparation**

All submissions in response to this RFP shall be at the sole cost and expense of the proposer and shall not be subject to reimbursement by the Parish of Jefferson.

## **1.11 Non-negotiable Contract Terms**

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, force majeure, governing law, including ethics statements, claims or controversies, and termination based on contingency of appropriation of funds. The standard general terms and conditions used by Jefferson Parish may be found in Resolution No. 113646. A copy may be obtained from the Parish Clerk's Office, 6<sup>th</sup> Floor, General Government Building, 200 Derbigny Street, Gretna, LA 70053, 364-2626. A copy of the resolution may also be downloaded by viewing the Purchasing Department webpage of Jefferson Parish website.

## **1.12 Taxes**

Any applicable taxes shall be assumed to be included within the proposer's pricing schedule.

### **1.13 Proposal Validity**

All proposals shall be irrevocable and considered valid from the receipt date for acceptance until such time an agreement is executed.

### **1.14 Prime Contractor Responsibilities**

The selected proposer shall be required to provide all items and services offered in his proposal. The Proposer shall be the sole point of contact for all contractual matters, including payment of any and all charges resulting under the contract.

### **1.15 Sub-Contractor Responsibilities**

If the proposer intends to subcontract for portions of the work, the proposer shall include the name of the subcontractor and specific designations of the tasks to be performed by the subcontractor. The minimum requirements and information requested of the proposer under the terms of this RFP shall also be required for each subcontractor and shall be included in the proposal.

Unless specifically permitted in the contract with the Parish of Jefferson, the prime contractor(s) shall not contract with any other party for furnishing any of the work herein contracted without the ratification by Jefferson Parish Council resolution.

### **1.16 Written or Oral Discussions/Presentations**

The Parish may conduct written or oral discussions with proposer(s) to clarify and/or enhance the Parish's understanding of submitted material. Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract. Conversely, the Parish may make awards based on initial offers. Neither negotiations nor changes to proposals will be allowed during these discussions.

### **1.17 Acceptance of Proposal Content**

Proposer's submission to this RFP shall be construed as an acceptance to be bound by the terms and conditions stated herein. Any action in contradiction of this acceptance may result in rejection by the JP Council.

### **1.18 Contract Negotiations**

The administration shall negotiate the details of service delivery, the terms of the contract, and the contract price most advantageous to the Parish with the proposer(s) selected by the Jefferson Parish Council and submit the contract, in final form, to the Jefferson Parish Council for ratification. Contract negotiations are limited by section 1.11 Non-negotiable Contract Terms in this RFP. In the event a contract cannot be

successfully negotiated, the evaluation committee shall seek authorization from the Jefferson Parish Council to negotiate a contract with another proposer under that RFP.

### **1.19 Cancellation of RFP or Rejection of Proposals**

In accordance with Section 2-895 of the Parish of Jefferson Code of Ordinances, the Parish through its Council may reject any or all proposals received in response to this RFP, or cancel this RFP prior to proposal receipt date if in the best interest of the Parish.

### **1.20 Evaluation and Selection**

In conformity with Section 2-895 of the Jefferson Parish Code of Ordinances, all proposer submissions will be evaluated by the RFP Evaluation Committee. Before beginning the evaluation process, the evaluation committee must review the RFP, concerning not only the task of description but also the qualifications and the evaluation criteria. The Evaluation Committee shall be comprised of members from requesting department(s), Research and Budget, Purchasing, Finance and Legal Department (Parish Attorney's Office). The representative of the Legal Department shall act as secretary of the evaluation committee, and is solely responsible for disseminating all information received during the review process. Also, if deemed necessary and duly authorized by Council resolution, additional employees of Jefferson Parish may be appointed as members of the RFP Evaluation Committee. The Evaluation Committee shall prepare and forward to the Jefferson Parish Council a memorandum identifying the qualified firms and explaining their rationale. Attached to the memorandum shall be copies of the cost proposals received in accordance with the RFP, along with any analysis or clarification completed regarding those pricing criteria. A list of names of the responsive and responsible proposers shall be submitted to the Council along with a list of the non-responsive and non-responsible offers. Responsibility of a proposer shall be determined in accordance with competitive sealed bids in the Revised Statutes of the State of Louisiana. Responsiveness shall be determined considering the materials that the proposer has submitted and the core requirements of the RFP. Proposers are invited to attend the evaluation meeting(s) and are encouraged to check the Jefferson Parish website for meeting details.

Upon completion of its analysis, the Council may either (i) adopt the resolution selecting the proposer(s) to supply the non-standard item(s) or perform the statement of work or scope of services; or (ii) reject all proposals. Selection shall be made by Council from the list of responsive and responsible proposers under the RFP as communicated by the RFP evaluation committee secretary.

Award of the contract may be made without discussions after proposals are received and evaluated. Proposals should, therefore, be submitted on the most favorable terms which the proposer can submit, from a technical standpoint; and from a price standpoint. If the evaluation committee determines that discussions are necessary,

written submissions or oral discussions/presentations may be required from all proposers.

### **1.21 Insurance Requirements**

Contractor shall furnish the Parish with certificates of insurance evidencing mandating coverage(s) pursuant to Resolution No. 113646 and Attachment "A". A copy of Resolution No. 113646 may be downloaded from the Purchasing Department webpage on the Jefferson Parish website.

### **1.22 Subcontractor Insurance**

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be in conformity with Resolution No. 113646. A copy of Resolution No. 113646 may be downloaded from the Purchasing Department webpage on the Jefferson Parish website.

### **1.23 Indemnification**

Proposer shall agree to indemnify and hold the Parish of Jefferson, its departments, agencies, boards and commissions, officers, agents, servants and employees, including volunteers, harmless against any and all claims, demands, suits, costs, liabilities or judgments for sums of money, and fines or penalties asserted by any party, firm or organization for loss of life or injury or damages to person or property, growing out of, resulting from, or by reason of any negligent acts, errors, and/or omissions by Proposer, its agents, servants or employees, while engaged upon or in connection with the services required to be performed by Proposer under this RFP.

Further, Proposer shall agree to indemnify the Parish of Jefferson, its departments, agencies, boards and commissions, officers, agents, servants and employees, including volunteers for all reasonable expenses and attorney's fees incurred by or imposed in connection therewith for any loss, damage, injury or other casualty pursuant to this RFP. Proposer additionally shall agree to pay all reasonable expenses and attorney's fees incurred by the Parish of Jefferson, its departments, agencies, boards and commissions, officers, agents, servants and employees, including volunteers in establishing the right to indemnity pursuant to the provisions stated herein.

### **1.24 Fidelity Bond Requirements**

**NOT REQUIRED FOR THIS RFP**

### **1.25 Payment for Services**

The Contractor shall address and send the invoice to the **JEFFERSON COMMUNITY ACTION PROGRAMS** pursuant to the payment terms negotiated in the agreement. Payments will be made by the **JEFFERSON COMMUNITY ACTION PROGRAMS** no earlier than thirty (30) days after receipt of a properly executed invoice, and approval by the **JEFFERSON COMMUNITY ACTION PROGRAMS**. Invoices shall include the contract and order number, using department and product purchased. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

With each invoice submitted, the person or firm holding said non-bid contract shall acknowledge that no subcontractors or other persons have been added to the contract without prior council approval by resolution. Failure to comply with this section shall result in penalties imposed upon the person or firm under contract as set forth in section 2-935.1 for professional service providers.

### **1.26 Termination**

The proposer affirmatively acknowledges and agrees that the terms of any ensuing agreement shall be binding upon the parties hereto until the work has been completed and accepted by the PARISH; but said agreement may be terminated under any or all of the following conditions:

- A. By mutual agreement and consent of the parties hereto.
- B. By the PARISH as a consequence of the failure of successful proposer(s) to comply with the terms or quality of work in a satisfactory manner, proper allowance being made for circumstances beyond the control of successful proposer(s) provided the PARISH will give successful proposer(s) written notice of any such failure and ten (10) days (or more if authorized in writing by the MANAGER) to cure any such failure.
- C. By either party upon failure of the other party to fulfill its obligation as set forth in the Agreement.
- D. By the PARISH for cause by issuing successful proposer(s) thirty (30) days written notice.

Notwithstanding the foregoing, the Jefferson Parish Council may by resolution terminate this Agreement in the event false or misleading information is given to the Parish: (i) in the required professional services questionnaire; (ii) in the affidavit identifying all subcontractors and persons, excluding full time employees of the firm, who would assist in providing professional services for the project; or (iii) in the acknowledgment submitted with each invoice that no subcontractors or persons, excluding full time employees of the firm, have been added without prior council approval by resolution. Any and all parties found to be in violation of the provisions of this Paragraph, or of the provisions of Section 2-928(C) of the Jefferson Parish Code of Ordinances, including, but not limited to, the person or firm party to this Agreement to provide services hereunder and any and all subcontractors improperly added thereto

shall be disqualified from contracting with the Parish to provide any services for a period of one (1) year after such violation is discovered, and FIRM agrees to pay PARISH liquidated damages in the amount of five thousand and 00/100 dollars (\$5,000.00) for each such violation.

The continuance of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Jefferson Parish Council. If the Council fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Parish President to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

The Parish of Jefferson does not obligate itself to contract for or accept more than their actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds.

#### **1.27 Assignment**

The proposer affirmatively acknowledges and agrees that any ensuing agreement shall be binding upon the successors and assigns for the parties hereto. The ensuing agreement being for the personal services of the successful proposer(s) shall not be assigned or subcontracted in whole or in part by said successful proposer(s) as to the services to be performed hereunder without the written consent of the PARISH, in Parish's sole discretion.

#### **1.28 No Guarantee of Quantities**

The Parish of Jefferson does not guaranty quantity or services required in the scope of work defined in Part II. The Proposer shall provide all materials, labor, and equipment, whether specified or not, to provide a complete working system.

The quantities of items or extent of scope of work are estimated values. In the event a greater or lesser quantity is required, the Parish reserves the right to increase or decrease said values in accordance with the pricing schedule.

#### **1.29 Audit of Records**

Proposer(s) affirmatively acknowledges and agrees that pursuant to any ensuring contract, successful proposer shall maintain adequate books of account with respect to its services, in accordance with generally accepted accounting principles (GAAP) in a form and method acceptable to the Parish. Successful proposer(s) shall permit Parish and Parish's agents from time-to-time within forty-eight (48) hours written notice, to inspect, copy and audit during successful proposer(s) normal business office hours, the



books and records pertaining to the services provided under this Agreement. Parish's right to audit, inspect, and make copies of FIRM's records shall be at the sole expense of Parish.

**Periodic and/or Annual Reports.** At any time, the Parish may request that the successful proposer(s) with the minimum of ten (10) days written notice, prepare and/or produce a report of the results of operations, as it pertains to any ensuring agreement, in the previous fiscal year prepared in accordance with generally accepted accounting principles (GAAP). The report must be prepared and certified by an independent certified public accounting firm. (For purposes of said agreement, each "fiscal year" begins on January 1 and ends on December 31 of the same year.)

### **1.30 EEOC and ADA Compliance**

The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistant Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination in Employment Act of 1972, and the Contracting Party agrees to abide by the requirements of the American with Disabilities Act of 1990.

The Contracting Party shall keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect his employees or prospective employees.

Any act of discrimination committed by the Contracting Party, or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of this contract.

### **1.31 Record Retention**

The Contractor shall maintain all records in relation to this proposed agreement at its location for a period of at least three (3) years.

### **1.32 Record Ownership**

The proposer acknowledges and agrees that all records, reports, documents, or other material(s) developed or resulting from this RFP shall be the sole property of the Parish of Jefferson, and shall be returned to the Parish by Contractor upon request at expiration or earlier termination of this agreement.

### **1.33 Content of Contract/Order of Precedence**

In the event of a conflict among documents, the order of precedence which shall govern is as follows: 1) the final contract; 2) the Request for Proposal (RFP) and addenda (if

any); and 3) the contractor's proposal; 4) Resolution No. 113646 and any amendments hereto.

#### **1.34 Contract Changes**

Upon negotiation of a bona-fide agreement between the parties, no additional changes, amendments, or modifications may be completed without the prior ratification of the Jefferson Parish Council.

#### **1.35 Substitution of Personnel**

In conformity with Section 1.7, substitution of personnel shall be ratified by the Parish Council. In addition to the foregoing, if during the term of the contract, the proposer cannot provide the personnel or subcontractor as stated in its submission, proposer shall submit a written request for substitution supported by resume of qualifications and written certification that said substitution shall meet or exceed the requirements stated herein. Said substitution shall be at the Parish's sole discretion.

#### **1.36 Force Majeure**

The proposer or Parish of Jefferson shall be exempted from performance under the terms and conditions of the negotiated agreement if the proposer or Parish is prevented from performing any services in whole or in part as a result of any act of God, strike, war, civil disturbance, epidemic or court order; provided the proposer or Parish of Jefferson has prudently and promptly acted to undertake any and all corrective steps that the respective parties can perform. Subject to this provision, such nonperformance shall not be construed as considered cause or grounds for early termination of this agreement.

#### **1.37 Governing Law**

All activities associated with this RFP process shall be interpreted under the laws of the State of Louisiana. All proposal submissions shall be governed in accordance with provisions of Louisiana State laws and Jefferson Parish Code of Ordinances; standard terms and conditions; Resolution No. 113646.

#### **1.38 Claims or Controversies**

Proposer, as evidenced by his signature, agrees that the agreement shall be made in accordance with the laws of the State of Louisiana. The proposer hereby agrees to the exclusive jurisdiction and venue of the 24th Judicial District Court for the Parish of Jefferson, State of Louisiana.

## **PART II SCOPE OF WORK/SERVICES**

### **2.1 Scope of Work/Services**

Please see attached Scope of Work/Services, EXHIBIT "A".

### **2.2 Period of Agreement**

The term of any contract shall be for 1 Year commencing on (or about) January 1, 2013, or date of execution and shall expire on December 31, 2013.

### **2.3 Cost Proposal (Price Schedule)**

Cost proposals must be submitted in separate sealed envelopes which will remain sealed until such time after the evaluation committee makes its evaluation of the proposals on all factors and criteria stated in the RFP. The cost proposals shall not be included in the evaluation criteria.

All pricing proposed shall be inclusive of all additional costs and expenses, including shipment. Prices submitted shall remain firm for the term of the contract, unless otherwise negotiated.

### **2.4 Deliverables**

The deliverables listed in this section are the minimum desired from the successful Proposer. Every Proposer should describe what deliverables will be provided per their proposal, and how the proposed deliverables will be provided.

### **2.5 Location**

The location where service is to be performed is **MULTIPLE LOCATIONS**.

### **2.6 Financial Profile**

Firms are requested to submit documentation from the past 3 years demonstrating firm's financial stability. Documentation may include audited financial statements including balance sheets, income statements, documentation regarding retained earnings, assets, liabilities, etc.

## **2.7 Proposal Elements**

### **2.7.1 Technical**

Each proposer shall address how the firm will meet the scope of work as stated in Section 2.1. Technical approach shall detail the following:

Plans and/or schedule of implementation, orientation, and/or installation, etc. (whichever is relevant to the RFP requirements).

Plans for necessary training, where applicable.

Information demonstrating an affirmative statement shall be required that the proposer has reviewed the scope of work, understands the nature thereof and is willing and capable of providing the services thereof.

Proposer shall likewise include any information including Innovative Concepts pursuant to this RFP and terms and conditions that the proposer desires consideration by the Parish.

### **2.7.2 Qualifications and Experience**

Detailed description of customer service capabilities, including resumes of personnel assigned, total number of personnel and timeline of customer inquiries and complaints.

Resumes of any and all subcontractors shall likewise be included.

References from at least three firms (governmental and/or private) for whom equal or larger scope services are either currently being provided or in recent past not to exceed two (2) years. Contact person(s), addresses and telephone numbers for each reference provided shall be included.

Include information demonstrating the Proposer's financial stability and certification to obtain and maintain bonding and insurance requirements will be assigned a higher score. Proposals which lack the description of the company's financial status or the required certification of bonding and insurance requirements will be assigned a lower score.

## PART III EVALUATION

### 3.1 Evaluation Criteria

The proposed evaluation criteria shall be looked upon as standards which measure how well a proposer's approach meets desired performance requirements, and which permit an evaluation of the differences between desired performance characteristics and what the proposer proposes to do.

The proposed evaluation criteria shall measure how well an offeror's approach meets desired minimum performance standards defined in the RFP, and shall allow for the quantification of the differences between those stated minimum standards and what the offeror proposes to do. In accordance with Section 2-895 of the Code of Ordinances for Jefferson Parish a scoring system must be devised and impartially applied to each proposal to assure objectivity and thoroughness in comparative analysis.

#### 1) TECHNICAL PROPOSAL (Maximum of 110 Points)

"The following criteria shall measure the qualifications, technical capabilities and core competency of the proposers and their submissions:"

- |                              |            |
|------------------------------|------------|
| A. Scope of Services         | (25) _____ |
| B. Product Quality           | (50) _____ |
| C. Project Schedule          | (25) _____ |
| D. Responsiveness to the RFP | (10) _____ |

#### 2) QUALIFICATIONS AND EXPERIENCE (Maximum of 140 Points)

- |  |            |
|--|------------|
| A. Specific Experience – similar or larger scope of services<br>currently being provided | (65) _____ |
| B. Personnel- experience of management staff, experience<br>in similar projects, etc.    | (55) _____ |
| C. Financial Profile of Company  | (10) _____ |
| D. Responsiveness to RFP   | (10) _____ |

TOTAL (Technical & Qualifications and Experience)	(Maximum of <u>250</u> Points)
	Points _____

## **EXHIBIT "A"**

### **State of Louisiana Weatherization Assistance Program: Priority List for Single-Family Homes 1/21/2011**

*Priority List for Single-Family Homes* lists the weatherization measures that should be installed in Louisiana single-family homes as part of the DOE Weatherization Assistance Program. An analysis of typical low-income homes identified the weatherization measures that were cost effective to install based on Louisiana housing stock, energy costs, installation costs, and climate conditions.

The weatherization measures are listed in general order of their cost effectiveness. Therefore, they should be installed, in order, as conditions dictate and funding allows. Site-specific audits should be completed for unusual single-family homes or when weatherization measures not listed appear suitable for a particular home, such as heating system or air conditioner replacements. Incidental repairs necessary for the effective performance or preservation of weatherization materials should be identified through site inspections and installed in adherence to State of Louisiana rules and guidance.

Ensuring the health and safety of clients, contractors, and local agency personnel is an important component of the Weatherization Assistance Program. Health and safety inspection and testing should be conducted before delivery of weatherization services and after completion of work to identify any health and safety measures that need to be performed in conjunction with the weatherization measures installed.

#### **Priority #1 – Air Sealing**

- Determine the Minimum Ventilation Rate (MVR) or Building Tightness Limit (BTL) of the home following State of Louisiana procedures. Never air seal a house below this limit without providing mechanical ventilation to ensure adequate indoor air quality.
- Determine the target blower door reading (closure target) for the home based on the existing blower door reading of the house and the house volume, and following State of Louisiana procedures.
- Use the values provided in Table 1 to determine if the last increment of air sealing work performed on the home was cost effective. Alternatively, use the values in Table 1 to determine the maximum amount of funds that can be spent on air sealing the home to achieve the closure target.
- Air seal major attic, floor, and wall bypasses before insulating the attic (Priority #3) and/or the exterior walls (Priority #4). Seal plumbing, electrical, HVAC, and other penetrations and openings in the ceiling, flooring, and walls of the house. Use proper materials for sealing, especially for high-temperature surfaces.
- After insulating the attic and/or exterior walls, take another blower door reading to determine if the closure target has been reached. If not, use a blower door, digital manometer, and other diagnostic instruments and procedures to guide the remaining air sealing of the home.
- Check the MVR/BTL upon completion of the air sealing work. Add sufficient ventilation when the house is sealed too tightly.

**Table 1. Maximum Air Sealing Cost per 100 cfm50**

<b>Space-Heating Fuel/Equipment</b>	<b>North Region</b>	<b>South Region</b>
Propane	\$90	\$65
Electric Resistance	\$55	\$40
Natural Gas	\$35	\$30
Heat Pump	\$35	\$30

## **EXHIBIT "A"**

### **State of Louisiana Weatherization Assistance Program: Priority List for Single-Family Homes 1/21/2011**

#### **Priority #2 – Seal and Insulate Ducts**

- Pressure pan test all registers with a blower door running to determine the relative air leakage of the tested sites.
- Repair and seal all accessible ducts, connections, and boots with mastic and other appropriate materials, especially those associated with high pressure pan readings.
- Insulate all un-insulated ducts located outside the conditioned space with foil-faced duct insulation having an R-value of R-6 to R-11.
- Pressure pan test all registers with a blower door running after the duct sealing work is completed to verify the effectiveness of the sealing work.

#### **Priority #3 – Attic Insulation**

- Add attic insulation following the guidelines in Table 2.
- Before insulating, check the electrical circuits in the attic. Enclose exposed wires and connections in junction boxes. If knob-and-tube wiring is present, build dams around the wiring to prevent insulating over the wiring or consider re-wiring the knob-and-tube wiring before insulating the attic.
- Check attic ventilation. There should be 1 square foot (ft<sup>2</sup>) of attic net free vent area for every 300 ft<sup>2</sup> of attic area. Half of the vent area should be located low and half should be located high to induce good ventilation.

**Table 2. Guidelines for Attic Insulation**

<b>State Climate Region</b>	<b>Space-Heating Fuel/Equipment</b>	<b>Threshold R-Value</b>	<b>Final R-Value</b>
<b>North</b>	Propane	R-30	R-49
	Electric Resistance	R-19	R-49
	Natural Gas	R-19	R-49
	Heat Pump	R-19	R-38
<b>South</b>	Propane	R-30	R-49
	Electric Resistance	R-19	R-49
	Natural Gas	R-19	R-38
	Heat Pump	R-19	R-38
1. The Final R-Value is the combined R-value of the existing insulation and any insulation added during weatherization (or less if the ceiling cannot support that much weight).			
2. Insulate all uninsulated attics to the Final R-Value specified.			
3. The Threshold R-Value is the level of insulation above which additional insulation is NOT cost effective (e.g., for a propane-heated home in the North climate region, additional attic insulation should NOT be installed if the existing insulation level is R-31 or greater, but the insulation level in the attic should be increased to R-49 if the existing insulation level is R-30 or less.			
4. If at least half of the attic area is uninsulated, then the entire attic may be insulated to the Final R-Value specified.			
5. If at least half of the attic area has less than the Threshold R-Value, then the entire attic may be insulated to the Final R-Value specified.			

## **EXHIBIT "A"**

### **State of Louisiana Weatherization Assistance Program: Priority List for Single-Family Homes 1/21/2011**

#### **Priority #4 – Exterior Wall Insulation**

- Drill test holes in the exterior walls to determine if the walls are currently insulated.
- If there is no existing insulation in the exterior walls, dense-pack the walls with insulation.
- If some of the exterior wall cavities have existing insulation and some do not, drill additional test holes to determine if exterior wall insulation is warranted. If at least half of the wall cavities have no existing insulation, then dense-pack all exterior walls with insulation.
- If all test holes indicate existing wall insulation, then skip the exterior wall insulation measure.

#### **Priority #5 – Setback Thermostat**

- Install a setback thermostat in homes with central heating and/or cooling systems that do not have a setback thermostat currently installed IF the client is agreeable and the client is educated on its proper use.
- Do NOT install a setback thermostat if the client expresses reluctance in using the device or has difficulty understanding the instructions.
- For heat pumps, be sure to use setback thermostats designed specifically for use with such systems.

#### **Priority #6 – Refrigerator**

- Replace the existing refrigerator with a new unit provided that the cost of the new unit is less than the maximum cost determined for the home from Table 3.
- The annual electricity consumption of the existing unit may be determined by metering or by looking up its rated value in a refrigerator database. See:  
<http://www.waptac.org/Refrigerator-Guide/Energy-Use-Data.aspx> or  
<http://www.homeenergy.org/consumerinfo/refrigeration2/refmods.php>.
- The maximum cost includes the purchase cost of the new refrigerator, delivery and installation of the new unit, and removal and environmentally responsible de-manufacturing of the old, existing unit.

**Table 3. Maximum Replacement Refrigerator Cost**

<b>Annual Electricity Consumption of the Existing Refrigerator (kWh/year)</b>	<b>Annual Electricity Consumption of the New Refrigerator</b>				
	<b>300 kWh/year</b>	<b>400 kWh/year</b>	<b>500 kWh/year</b>	<b>600 kWh/year</b>	<b>700 kWh/year</b>
900	\$700	\$560	\$460	\$350	\$230
1000	\$820	\$700	\$560	\$460	\$350
1100	\$860	\$820	\$700	\$560	\$460
1200	\$960	\$860	\$820	\$700\$	\$560
1300	\$1,090	\$960	\$860	\$820	\$700
1400	\$1,220	\$1,090	\$960	\$860	\$820
1500	\$1,350	\$1,220	\$1,090	\$960	\$860
1600	\$1,480	\$1,350	\$1,220	\$1,090	\$960
1700	\$1,610	\$1,480	\$1,350	\$1,220	\$1,090
1800	\$1,740	\$1,610	\$1,480	\$1,350	\$1,220



## **EXHIBIT "A"**

### **State of Louisiana Weatherization Assistance Program: Priority List for Single-Family Homes 1/21/2011**

#### **Priority #7 – General Heat Waste and Baseloads**

The following low-cost weatherization measures should be installed where applicable:

- Give educational brochures to clients, and engage them in a discussion of steps they can take to reduce energy consumption. Stress the importance of occupant behavior in efficient use of hot water, laundry equipment, air conditioning, heating, and lighting.
- Compact fluorescent lamps (CFLs) that replace incandescent bulbs used more than one to two hours per day. The wattages of the replacement CFLs should be chosen to maintain or moderately improve existing lighting levels.
- Weather stripping, caulking, glass patching, and insulation for plugging to address drafts and other comfort complaints that remain after blower door-guided air sealing is completed under Priority #1.
- Water heater tank wrap when there is no existing wrap on the water heater.
- Reduce water temperature to 125° F with customer's permission.
- Pipe insulation for the first three to six feet of water pipe connected to the water heater when the pipes are currently not insulated.
- Replace high-flow shower heads >3 gallons per minute with 1.5 - 2.5 gallons per minute low-flow showerheads and faucet aerators.
- Clean room air conditioners. Replace and educate client on installing new air conditioner filters.

## ATTACHMENT "A"

### INSURANCE REQUIREMENTS

All insurance requirements shall conform to Jefferson Parish Resolution No. 113646 dated 12/09/2009.

The proposer shall not commence work under this contract until it has obtained all insurance and complied with the insurance requirements of the specifications and Resolution No. 113646.

#### WORKER'S COMPENSATION INSURANCE

As required by Louisiana State Statute, exception; Employer's Liability, Section B shall be \$1,000,000 per occurrence when Work is to be over water and involves maritime exposures to cover all employees not covered under the State Worker's Compensation Act, otherwise this limit shall be no less than \$500,000 per occurrence.

#### COMMERCIAL GENERAL LIABILITY

Shall provide limits not less than the following: \$1,000,000.00 Combined Single Limit per Occurrence for bodily injury and property damage.

#### COMPREHENSIVE AUTOMOBILE LIABILITY

Bodily injury liability \$1,000,000.00 each person; \$1,000,000.00 each occurrence. Property Damage Liability \$1,000,000.00 each occurrence.

#### DEDUCTIBLES

No insurance required shall include a deductible greater than \$10,000.00. The cost of the deductible is borne by the contractor.

#### UMBRELLA LIABILITY COVERAGE

An umbrella policy or excess may be used to meet minimum requirements.

#### CONSTRUCTION AND RENOVATION PROJECTS REQUIRE THE FOLLOWING:

##### OWNER'S PROTECTIVE LIABILITY — Not Applicable for this project

To be for the same limits of liability for bodily injury and property damage liability established for commercial general liability.

##### BUILDER'S RISK INSURANCE — Not Applicable for this project

The contractor shall maintain Builder's Risk Insurance at his own expense to insure both the owner (Parish of Jefferson) and contractor as their interest may appear.

**ATTACHMENT "B"**

**Non-Collusion  
AFFIDAVIT**

**STATE OF \_\_\_\_\_**

**PARISH/COUNTY OF \_\_\_\_\_**

BEFORE ME, the undersigned authority, personally came and appeared,  
\_\_\_\_\_, (Affiant) who after being duly sworn, deposed and said that  
he/she is the fully authorized \_\_\_\_\_ of \_\_\_\_\_  
(Entity), the party who submitted a Proposal/Contract/Bid/RFP/SOQ No. \_\_\_\_\_,  
to Jefferson Parish.

Affiant further said:

- (1) That Affiant has not and will not employ any person, either directly or indirectly, to secure the public contract under which he/she is to receive payment, other than persons regularly employed by the Affiant whose services, in connection with the project or in securing the public contract, are in the regular course of their duties for the Affiant; and
- (2) That no part of the contract price was paid or will be paid to any person for soliciting the contract, other than the payment of normal compensation to persons regularly employed by the Affiant whose services with the project are in the regular course of their duties for the Affiant.

\_\_\_\_\_  
Signature of Affiant

**SWORN TO AND SUBSCRIBED  
BEFORE ME ON THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_, 20\_\_\_\_.**

\_\_\_\_\_  
**NOTARY PUBLIC**

**ATTACHMENT "C"**

**Campaign Contribution  
AFFIDAVIT**

**STATE OF** \_\_\_\_\_

**PARISH/COUNTY OF** \_\_\_\_\_

BEFORE ME, the undersigned authority, personally came and appeared: \_\_\_\_\_, (Affiant) who after being by me duly sworn, deposed and said that he/she is the fully authorized \_\_\_\_\_ of \_\_\_\_\_ (Entity), the party who submitted a Proposal/Contract/Bid/RFP/SOQ No. \_\_\_\_\_ (the Matter), to the Parish of Jefferson.  
**(Choose one of the following):**

\_\_\_\_\_ Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to the current or former members of the Jefferson Parish Council or the Jefferson Parish President by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of the current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

\_\_\_\_\_ Affiant, Entity, and/or officers, directors and owners, including employees, owning 25% or more of the Entity, have made no campaign contributions made to the current or former members of the Jefferson Parish Council or the Jefferson Parish President during the two-year period preceding the date of this affidavit. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of the current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

Affiant further stated, that Affiant will submit a new affidavit if any additional campaign contributions are made after the execution of this affidavit, but prior to the time the Jefferson Parish Council acts on the Matter.

\_\_\_\_\_  
Signature of Affiant

**SWORN AND SUBSCRIBED TO BEFORE ME**

**ON THE** \_\_\_\_\_ **DAY OF** \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

## ATTACHMENT "C"

### Jefferson Parish Code of Ordinance

Sec. 2-923. - Disclosure and approval of all subcontractors and persons receiving payments for all non-bid contracts.

- (a) All persons or firms who are under contract awarded on a non-bid basis with Jefferson Parish or with any of its agencies, divisions or special districts or who submit responses to any request for submittals to contract on a non-bid basis with Jefferson Parish or with any of its agencies, divisions or special districts must identify all subcontractors and persons, excluding full time employees of the firm, who would assist in providing services or materials under the contract or who would share in any fees, commissions or other remuneration under the contract. Each such subcontractor or person shall submit all documents and information required by this section. Substitutions or subsequent addition of subcontractors or other persons to the contract must be ratified by council resolution. The person or firm under contract shall provide to the council detailed justification of the need for any such additional subcontractor or person. With each invoice submitted, the person or firm holding said non-bid contract shall acknowledge that no subcontractors or other persons have been added to the contract without prior council approval by resolution. Failure to comply with this section shall result in penalties imposed upon the person or firm under contract as set forth in section 2-935.1 for professional service providers.
- (b) In addition, the person or firm contracting or proposing to contract with Jefferson Parish or with any of its agencies, divisions or special districts on a non-bid basis must submit prior to the ratification by the council of the contract or contract amendment:
- (1) An affidavit attesting:
    - a. That the affiant has not and will not employ any person either directly or indirectly to secure the public contract under which he is to receive payment, other than persons regularly employed by the affiant whose service in connection with the provision or procuring of insurance under the contract or in securing the public contract are in the regular course of their duties for the affiant; and
    - b. That no part of the contract price was paid or will be paid to any person for soliciting the contract other than the payment of normal compensation to persons regularly employed by the affiant whose services with the project are in the regular course of their duties for the affiant; and
  - (2) An affidavit attesting to:
    - a. Any and all campaign contributions that the affiant has made to elected officials of the parish, whether still holding office at the time of the affidavit or not, during the two-year period immediately preceding the date the affidavit is signed, listing the date and amount of each contribution made to a Jefferson Parish Council member or Parish President; if any additional campaign contributions are made after the affidavit is executed, but prior to the time the council acts on the matter, an updated affidavit is required; for the purposes of this requirement, if the affidavit is submitted on behalf of a corporation, LLC or any other legal entity, then the affidavit must additionally report contributions made by officers, directors and owners, including employees, owning twenty-five (25) percent or more of the company; and
    - b. Any and all debts owed by the affiant to any elected or appointed official of the parish, and any and all debts owed by any elected or appointed official of the parish to the affiant; and attesting:
    - c. That the affiant has not made any contribution to or in support of elected officials of the parish through or in the name of another person or firm either directly or indirectly.
  - (3) Any affidavit required under state law.
- (c) For purposes of this Section, the terms "non-bid contract(s)", "contract(s) awarded on a non-bid basis" or "contract(s) on a non-bid basis" shall not include group purchasing contracts. For purposes of this section, "subcontractors" in contracts with insurance agents of record or for the provision of insurance for Jefferson Parish or for any of its agencies, divisions or special districts, including, but not limited to Jefferson Parish Hospital Service District No. 1 and Jefferson Parish Hospital Service District No. 2, shall include any person or firm who would assist in providing insurance under the contract or who would share in the commissions generated by the placement of insurance under the contract, excluding full time employees of the primary firm under contract. Notwithstanding any provision of this section to the contrary, however, nothing herein shall prohibit an insurance producer of record or agent from using the services of a wholesale broker for the placement of insurance coverage without prior approval of the use of said wholesale broker by the council, provided that the name of the wholesale broker and the amount of the broker's fee is disclosed on the invoice for

Updated: 2.20.12

Code of Ord., Jeff. Parish LA § 2-923-923.1

## **ATTACHMENT "C"**

the placement of any insurance using the broker's services and that the risk management department provides a copy of said invoice to each member of the council within five (5) days of the department's receipt of the invoice.

- (d) Notwithstanding any other provision of this section to the contrary, submissions of subcontractor affidavits as required by this section for all non-bid contracts with Jefferson Parish Hospital Service District No. 1 and/or Jefferson Parish Hospital Service District No. 2 which are not subject to ratification or approval by the Jefferson Parish Council under applicable regulations and procedures shall be made to the hospital board or hospital administration or other appropriate agency which is authorized to approve the prime contract related to the proposed subcontract, and said agency shall be the proper and final authority to approve any such subcontract. In addition, for those contracts with the parish's hospital service districts which are not subject to ratification or approval by the Jefferson Parish Council, contractors shall not be required to acknowledge with the invoices submitted under such contracts that no subcontractors or other persons have been added to the contract without prior council approval by resolution.

Sec. 2-923.1. - Disclosure and approval of all subcontractors and persons receiving payments for bid contracts.

- (a) All non-collusion affidavits, affidavits of fee disposition and campaign disclosure forms or other similar attachment, required to be provided with any bid, request for proposal, or statement of qualification, if not elsewhere required to be provided earlier, must be provided to the parish at least nine (9) days before the Jefferson Parish Council meeting at which the matter triggering the requirement of the submittal is to be considered by the council, unless a council member approves the resolution or ordinance for the addendum agenda, in which case the required attachments must be with the posting to the addendum agenda.
- (b) The parish department which initiated the request for such submittal shall be responsible for reviewing the submittals and coordinating with the parish EIS department to have the non-collusion affidavits, affidavits of fee disposition, campaign disclosure forms, or other similar attachment, posted on the parish web site at a link no later than the Monday before the council meeting at which the matter is to be considered by the council, unless a council member approves the resolution for the addendum agenda, in which case the required attachments must be with the posting to the addendum agenda.
- (c) In order to facilitate this, all required affidavits and disclosures must be attached to any legislation which is routed for approval to be included on the council agenda. For the purposes of this routing requirement as it applies to RFP's, all affidavits received must be attached; the fact that some may have not been provided by the proposer will be reported to the council by the evaluation committee.

**ATTACHMENT "D"**

**Subcontractor  
AFFIDAVIT**

**STATE OF** \_\_\_\_\_

**PARISH/COUNTY OF** \_\_\_\_\_

BEFORE ME, the undersigned authority, personally came and appeared, \_\_\_\_\_,  
(Affiant) who after being duly sworn, deposed and said that he/she are the fully authorized  
\_\_\_\_\_ of \_\_\_\_\_ (Entity), the party who submitted a  
proposal to Jefferson Parish for RFP No. \_\_\_\_\_ or an SOQ to  
\_\_\_\_\_ (describe the project). (Choose one of the following):

\_\_\_\_\_ Affiant further said that Entity will use no subcontractors to assist in providing  
professional services for the aforementioned SOQ/RFP.

\_\_\_\_\_ Affiant further said that attached is a listing of all subcontractors, excluding full time  
employees, who may assist in providing professional services for the aforementioned  
SOQ/RFP.

\_\_\_\_\_  
Signature of Affiant

SWORN TO AND SUBSCRIBED  
BEFORE ME ON THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

*[Do not fill out this section until making a pay request.]*

\_\_\_\_\_  
A copy of this affidavit must be attached to each and every pay requests.

\_\_\_\_\_ Check here if no additions or substitutions of subcontractors have been made under this  
contract or contract amendment.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Any change of subcontractors, excluding full time employees, who assist in providing services  
for the project, requires Jefferson Parish Council approval and submission of a new affidavit.

**ATTACHMENT "E"**

**Employment Status Verification  
AFFIDAVIT**

**STATE OF** \_\_\_\_\_

**PARISH/COUNTY OF** \_\_\_\_\_

BEFORE ME, the undersigned authority, personally came and appeared,

\_\_\_\_\_, (Affiant) who after being duly sworn, deposed and said that

he/she is the fully authorized \_\_\_\_\_ of \_\_\_\_\_

(Entity), the party who submitted a Proposal/Contract/Bid/RFP/SOQ No. \_\_\_\_\_,

to Jefferson Parish. (Choose one of the following):

\_\_\_\_\_ Affiant further said:

- (1) Entity is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens.
- (2) Entity shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana.
- (3) Entity shall require all subcontractors to submit to the Entity a sworn affidavit verifying compliance with statements (1) and (2).

\_\_\_\_\_ Affiant further said that neither Entity nor subcontractors of Entity have any employees in the State of Louisiana.

\_\_\_\_\_  
Signature of Affiant

SWORN TO AND SUBSCRIBED  
BEFORE ME ON THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC



**ATTACHMENT "F"**

**Solicitation Affidavit  
AFFIDAVIT**

**STATE OF** \_\_\_\_\_

**PARISH/COUNTY OF** \_\_\_\_\_

BEFORE ME, the undersigned authority, personally came and appeared: \_\_\_\_\_, (Affiant) who after being by me duly sworn, deposed and said that he/she is the fully authorized \_\_\_\_\_ of \_\_\_\_\_ (Entity), the party who is contracting with Jefferson Parish on a non-bid basis (the Matter) with the Parish of Jefferson.

**(Choose ONE of the following, Choice A or B):**

\_\_\_\_\_ Choice A: Attached hereto is a list of all elected officials of the Parish of Jefferson, whether still holding office at the time of the affidavit or not, who have solicited a campaign contribution or other monetary consideration by telephone or by personal contact with the person or firm contracting or proposing to contract during the two-year period immediately preceding the date the affidavit is signed, listing the approximate date of such solicitation, if known to the affiant; if this affidavit is submitted on behalf of a corporation, LLC or any other legal entity, the Attached must additionally report any such solicitations of officers, directors and owners, including employees, owning twenty-five percent (25%) or more of the company.

\_\_\_\_\_ Choice B: Affiant Entity, and/or officers, directors and owners, including employees, owning 25% or more of the Entity, have received **no** solicitations such as those described in Choice A.

Finally, Affiant stated that if any additional solicitations are made after the affidavit is executed, but prior to the time the Jefferson Parish Council acts on the Matter, an updated affidavit will be submitted by Affiant.

\_\_\_\_\_  
Signature of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

## ATTACHMENT "G"

# Request for Proposals – RFP #0270

## **Provide Weatherization Services for the Jefferson Parish Community Action Program's Weatherization Assistance Program**

## SIGNATURE PAGE

The Jefferson Parish Department of Purchasing is soliciting Request for Proposals (RFP'S) from qualified proposers who are interested in providing proposals to provide weatherization services for the Jefferson Parish Community Action Program's Weatherization Assistance Program.

**Request for Proposals will be received until 4:30 p.m. Local Time on: December 12, 2012**

[illegible]

Name of Proposer: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Type Name of Person Authorized to Sign: \_\_\_\_\_

Title of Person Authorized to Sign: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

This RFP must be signed by an authorized Representative of the Company/Firm for RFP to be valid. RFP package, including instructions and specifications, must be returned in its entirety for RFP to be valid. Signing indicates you have read and comply with the Instructions and Conditions.

**ATTACHMENT "H"**

**CORPORATE RESOLUTION**

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF

---

INCORPORATED.

AT THE MEETING OF DIRECTORS OF \_\_\_\_\_  
INCORPORATED, DULY NOTICED AND HELD ON \_\_\_\_\_,  
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT  
WAS:

RESOLVED. THAT \_\_\_\_\_, BE AND IS HEREBY  
APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-  
FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON  
BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS  
AND TRANSACTIONS WITH THE PARISH OF JEFFERSON OR ANY OF ITS AGENCIES,  
DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE  
EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES,  
CONTRACTS AND ACTS AND TO RECEIVE AND RECEIPT THEREFOR ALL  
PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS OF  
ANY SUCH BID OR CONTRACT, THIS CORPORATION HEREBY RATIFYING,  
APPROVING, CONFIRMING, AND ACCEPTING EACH AND EVERY SUCH ACT  
PERFORMED BY SAID AGENT AND ATTORNEY-IN-FACT.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE  
AND CORRECT COPY OF AN EXCERPT OF THE  
MINUTES OF THE ABOVE DATED MEETING OF  
THE BOARD OF DIRECTORS OF SAID  
CORPORATION, AND THE SAME HAS NOT BEEN  
REVOKED OR RESCINDED.

---

**SECRETARY-TREASURER**

---

**DATE**

**ATTACHMENT "I"**

**REQUEST FOR PROPOSAL  
RFP 0270**

Jefferson Parish Department of Purchasing is soliciting Request for Proposals (RFP'S) from qualified firms to provide **WEATHERIZATION SERVICES FOR THE JEFFERSON PARISH COMMUNITY ACTION PROGRAM'S WEATHERIZATION ASSISTANCE PROGRAM** for the Jefferson Community Action Program (JeffCAP).

The objective of this program is to increase the energy efficiency of dwellings owned or occupied by low-income persons, reduce their total residential energy expenditures, and improve their health and safety. Trained crews will install weatherization measures on eligible dwellings, such as insulation, sealing ducts, tuning and repairing heating and cooling systems, mitigating air infiltration, and reducing electric base load consumption.

The following criteria shall measure the qualifications, technical capabilities and core competency of the proposers and their submissions.

1. TECHNICAL PROPOSAL (Maximum of 110 Points)
  - A. Scope of Services (25)
  - B. Product Quality (50)
  - C. Project Schedule (25)
  - D. Responsiveness to the RFP (10)
2. QUALIFICATIONS AND EXPERIENCE (Maximum of 140 Points)
  - A. Specific Experience – similar or larger scope of services currently being provided (65)
  - B. Personnel – experience of management staff, experience in similar projects, etc. (55)
  - C. Financial Profile of Company (10)
  - D. Responsiveness to RFP (10)

TOTAL (Technical & Qualifications and Experience) Maximum of 250 Points

**PRE-Proposal Conference: TUESDAY, NOVEMBER 27, 2012, at 9:30 a.m. in the Jefferson Parish Purchasing Department, 200 Derbigny Street, Suite 4400, Gretna, LA 70053.**

REQUEST FOR PROPOSALS WILL BE RECEIVED IN THE:  
JEFFERSON PARISH PURCHASING DEPARTMENT  
GENERAL GOVERNMENT BUILDING  
200 DERBIGNY STREET, SUITE 4400  
GRETN, LA 70053

UNTIL **4:30 P.M.** LOCAL TIME ON **WEDNESDAY, DECEMBER 12, 2012**

The Jefferson Parish Council reserves the right to accept or reject any and all proposals, in whole or part, pursuant to the law.

**ATTACHMENT "I"**

Specifications are available gratis from: [www.jeffparish.net/bids](http://www.jeffparish.net/bids) (click on Bid Downloads) or  
Jefferson Parish Purchasing Department  
General Government Building  
200 Derbigny Street, Suite 4400  
Gretna, LA 70053  
(504)-364-2678

Brenda J. Campos  
Director  
Purchasing Department

Rene' T. Poole, CPPB  
Chief Buyer  
Purchasing Department

ADV: Times Picayune: **NOVEMBER 7, 14 & 21, 2012**